

Prepared by: W.M. Morgan

Box 13856

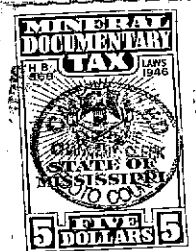
Jackson, MS THIS AGREEMENT made this 4th day of February 18 2002, between
501-978-3814

Joe Frank Lauderdale

lessor (whether one or more), whose address is: 11 West Commerce Street, Hernando, Mississippi, 38632
and Vision Exploration, L.L.C., 750 Avignon Drive, Ridgeland, Mississippi, 39157, lessee, WITNESSETH:

and Ten Dollars and Other Valuable Consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to take surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines, electric lines and other structures on said land, necessary or useful in lessor's operations in exploring, drilling for, producing, treating, storing and disposing of minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of DeSoto State of Mississippi, and is described as follows:

Section 34: NW $\frac{1}{4}$, Less and Except 6.51 acres in the Northwest corner thereof and being Grays Creek Baptist Church.



Please refer to Exhibit "A" attached hereto and made a part of this lease.

Index: Section 34-T3S-R7W: NW $\frac{1}{4}$, less 6.51 acres

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 153.49 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for this lease and all rights, and options hereunder. five(5)

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of ~~45X(90)~~ years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tank, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas produced from said land, lessor's interest, in either case, to bear one-eighth of the cost of treating gas to render it marketable pipe line gas; (c) When used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the time of sale, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or marketed or ready for sale from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed or marketed or ready for sale from said land, one-tenth in kind or value at the well or mine at lessee's election; (d) That if there is any shut-in on lands with which said land or any portion thereof has been pooled, capable of producing gas or any other mineral covered hereby, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as wells on such lands are producing and shut-in, this lease shall, nevertheless, continue in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or thereafter this lease may be continued in force as if no shut-in had occurred. Lessee shall not be obligated to install or furnish facilities, market the minerals capable of being produced from said wells, but in the exercise of such duties, lessee shall not be required to settle labor trouble or to market other than well facilities and ordinary lease facilities or facilities of flow lines or flow lines, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and no operations are being conducted on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender to the credit of lessor, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment or tender are entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited with any bank or other depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof in the event of an assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

[illegible]

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the _____
Pay directly to Lessor at above address XXXX

or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of \$ 153.49 which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date of payment. Said delay rental shall be apportionable as if said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land shall not affect this lease as to any portion of said land or as to any interest therein. If payment or tender is made, any payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is not sufficient to satisfy the obligation, shall not constitute a default, and to the extent the time within which operations may be conducted in the same manner as though a proper payment had been made provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or parts of said land or of mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage, or interests therein, so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release. If operations are discontinued on said land and if all operations are discontinued, this lease shall thereafter

8. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date Lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such term or on the ninetieth day after discontinuance or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) Lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 4 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, completion, cementing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty of water, other than from lessor's wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless, pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the rights of other leasehold owners hereunder.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all of its obligations hereunder. Should it be asserted in any notice given to the lessee under the provisions of this paragraph that lessee has failed to comply with any implied obligation or covenant hereof, this lease shall not be subject to cancellation for any such cause except after final judicial ascertainment that such failure exists and lessee has then been afforded a reasonable time to prevent cancellation by complying with and discharging its obligations as to which lessee has been judicially determined to be in default. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. Lessee is hereby given the right to acquire for its own benefit, deeds, leases, or assignments covering any interest or claim in said land which lessee or any other party contends is outstanding and not covered hereby and even though such outstanding interest or claim be invalid or adverse to lessor. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If at, or after the expiration of the primary term hereof, and while this lease is in force, there is no well on said land, or on lands with which said land or any portion thereof has been unitized, capable of producing oil or gas, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

SS# 428-92-6934 Joe Frank Lauderdale (SEAL)
Joe Frank Lauderdale (SEAL)
(SEAL)

STATE OF Mississippi JOINT OR SINGLE ACKNOWLEDGMENT
COUNTY OF DeSoto (MISSISSIPPI-ALABAMA-FLORIDA)

I hereby certify, that on this day, before me, the undersigned authority
duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Joe Frank Lauderdale

to me known to be the person described in and who executed the foregoing instrument and he
acknowledged before me that, being informed of the contents of the same, he voluntarily signed and delivered

the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 12 day of March, A.D., 192002
Sherry D. Dargatzis
Notary Public
(Title of Official)

in and for DeSoto County, Mississippi

WITNESS ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

in and for the aforesaid jurisdiction, hereby certify that

a subscribing witness to the foregoing instrument, known to me, appeared before me on this day, and being sworn, stated that

the grantor(s), having been informed of the contents thereof, voluntarily executed and delivered the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor(s), and of the other witness, and that such other witness subscribed his name as a witness in his presence.

(Subscribing Witness)

Given under my hand and official seal, this _____ day of _____, 19____
(Affix Seal)

(Title of Official)

My commission expires _____ in and for _____ County, _____

Special Producers 88 (9-70) with Pooling Provision
Mississippi-Alabama-Florida

No. _____

Oil, Gas and Mineral Lease

FROM _____ TO _____

Dated _____ 19____

No. Acres _____

County _____

Term _____

This instrument was filed for record on the _____ day of _____ 19____ at _____ o'clock and duly recorded in _____ Book _____ Page _____ of the _____ record of this office.

By _____ County Clerk _____ Deputy _____

When recorded return to _____

Hedeman Brothers-Jackson, Mississippi

EXHIBIT 'A'

Attached to and made a part of that certain Oil, Gas and Mineral lease dated February 4, 2002 between Joe Frank Lauderdale as Lessor and Vision Exploration, L.L.C. as Lessee.

Within thirty (30) days prior to the expiration of the primary term of this lease, or if operations are being conducted on said lease or land pooled therewith at the expiration of the primary term in such manner as to maintain this lease in force or within thirty (30) days after the completion of such operations, lessee may extend the primary term of this lease as to all or any part of acreage then covered hereby for an additional five (5) years beyond the initial primary term by written notification of action taken and by making payment to Lessor or to Lessor's successor in interest as reflected by notice to Lessee pursuant to Paragraph 8 hereof, or to the credit of Lessor or such successor in interest in any depository bank named herein or in any amendatory instrument the sum of Ten Dollars (\$10.00) for each net acre as to which lease is so extended. If this option is exercised by Lessee, the lease as extended will thereafter be treated as if the original primary term had been five (5) years longer.

It is hereby agreed that no drilling or seismic operations will be conducted by Lessee upon the surface of the lands described in this lease without prior written consent of Lessor, which consent shall not be unreasonably withheld.

In addition to the payment of damages to growing crops and timber, as provided in Paragraph 7 of this lease, Lessee shall also pay to the owner and/or tenants of the surface (as the case may apply) for all damages caused by operations hereunder to fences, ditches, building and other improvements on the leased premises. Lessee shall restore the leased premises and means of ingress and egress to as near as practical their original condition to the extent that the need for such restoration results from Lessee's operations hereunder, including without limitation, replacing or repairing fences and other improvements which may have been removed or damaged, said restoration to be completed within six (6) months after the expiration of this lease or after completion of any specific operations.


Joe Frank Lauderdale
Signed for Identification

STATE MS.-DESOTO CO. *BC*
FILED *7*

JUL 29 11 14 AM '02

BK 425 PG 23
W.E. DAVIS CH. CLK.